

**Consider Approval of a Lease for the Operation of the
Yuma Quartermaster Depot State Historic Park**

Background

The Yuma Quartermaster Depot State Historic Park (Park), formerly named Yuma Crossing State Historic Park, is owned and operated by Arizona State Parks (ASP). The Park has operated under an IGA between the City of Yuma (City) and Board since 1996, with the City contributing certain funds for operating the park.

The City of Yuma approached Arizona State Parks with a proposal to operate the Yuma Quartermaster Depot in response to FY 2009 budget reductions. The City's offer was to lease the property from ASP and the City would operate the Park 7 days per week as their Welcome Center. The transaction will have two parts, an Intergovernmental Agreement (IGA) and a lease of real property.

Key IGA components:

- City recognizes Program of Preservation and Utilization
- Yuma Quartermaster Depot State Historic Park name will be retained
- 90-day transition period to allow for ASP to inventory equipment and exhibits
- City will provide operations and maintenance cost in lieu of rent
- City will provide partial funding for a uniformed presence
- Net profits from special events will be used for park improvements

Key Lease components:

- 3-year lease with two 3-year options to renew
- City and ASP will work together to secure funds for capital improvements
- Artifacts will be protected following standard museum practices
- Any party can elect to terminate the lease with 6 months' written notice

Current Status

ASP owns and presently manages the Park. ASP and the City recognize the importance of keeping the Park open to the public, and further recognize that the current budget constraints affecting the State of Arizona make it difficult for ASP to commit adequate funds to operate the Park. Through this lease the City is willing to take maintenance and operational responsibility of the Park for a period of time until ASP is able to improve its resources position to fund the Park.

To accomplish this, ASP proposes to lease the Park to the City for an initial term of 3 years, with options to renew for two additional 3-year periods.

Staff Recommendation

Staff recommends that the Arizona State Parks Board authorize the Executive Director, or designee, to enter into a lease with the City of Yuma for the operation of the Yuma Quartermaster Depot State Historic Park.

Recommended Board Action

I move that the Arizona State Parks Board authorize the Executive Director, or designee to enter into a lease with the City of Yuma for the operation of the Yuma Quartermaster Depot State Historic Park.



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
City of Yuma

ASP IGA Ref No. PR10-006 **DRAFT**

YFS Ref No. **DRAFT**

RE: Yuma Quartermaster Depot Lease

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Issued: August 20, 2009

THIS INTERGOVERNMENTAL AGREEMENT (IGA) shall replace and supersedes A.G. Contract No. PR05-083 dated December 16, 2004 and is made between the CITY OF YUMA (the "CITY"), a municipal corporation of the State of Arizona acting pursuant to its powers enumerated in Article III, Section 13, Yuma City Charter and A.R.S. § 11-952; and the ARIZONA STATE PARKS BOARD ("the "BOARD"), an agency of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 41-511.04 (A)(6).

RECITALS:

WHEREAS, Yuma Quartermaster Depot State Historic Park (PARK), formerly named Yuma Crossing State Historic Park, is owned and operated by the BOARD, and,

WHEREAS, the PARK has been operated under the IGA between the CITY and BOARD, dated the 1st of August 1996; and,

WHEREAS, the CITY and BOARD collaborated to complete the capital development plan for the Yuma Crossing State Historic Park and re-opened the PARK in 1997; and,

WHEREAS, under the IGA, the CITY and BOARD jointly developed a Riverfront Master Plan, incorporating both state-owned and city-owned properties; and,

WHEREAS, the CITY, with the concurrence of Arizona State Parks Staff and the BOARD, completed the "Yuma Riverfront Master Redevelopment Plan" ("PLAN"), which was adopted by Yuma City Council on December 10, 2001, and finalized through a development agreement with Clark-Lankford LLC on November 18, 2004 and as amended on April 18, 2008; and,

WHEREAS, the PLAN involved private financing and construction of a hotel/conference center and mixed-use development on a total of 22 acres of CITY land. The BOARD collaborated with CITY and the federal General Services Administration to facilitate the purchase by the CITY of approximately two acres of land. The CITY adopted Historic Design Guidelines consistent with the Program of Preservation and Utilization ("PROGRAM"), which are incorporated in the Quit Claim Deed of March 19, 1999 conveying the land upon which the PARK is located to Arizona State Parks from the federal government. Thereafter, the hotel/conference center was completed and opened in 2009; and

WHEREAS, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(I) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

WHEREAS, the CITY and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The CITY is willing to take maintenance and operational responsibility of the PARK for a period of time or until the BOARD improves its resources position to fund the PARK,

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose: The BOARD shall lease the PARK to the CITY for an initial term not to exceed June 30, 20123, with options to renew for two additional two-year periods. The attached lease, Exhibit A *Lease Agreement Between the City of Yuma and the Arizona State Parks Board (Lease Agreement)*, shall be approved concurrent with the adoption of this IGA. It is anticipated that at such time as the BOARD believes it has

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sufficient funds to operate the PARK, the BOARD and CITY will work together to develop a separate Intergovernmental Agreement for operation of the PARK by the BOARD with the continued financial support from the CITY.

Section 2. Additional Responsibilities of the CITY:

- A. The CITY recognizes that the Program of Preservation and Utilization contained in the Quit Claim Deed dated March 19, 1999 between the federal government and Arizona State Parks includes guidance and responsibilities pertaining to the operation of the PARK. The CITY assumes those responsibilities as a part of the lease terms and agrees to abide by the terms and conditions associated with said Quit Claim Deed.
- B. The PARK name shall remain as *Yuma Quartermaster Depot State Historic Park* and shall be referred to as such in all literature and signage. The CITY may add verbiage to the name such as "Operated by the CITY" or other such descriptive variant.

Section 3. Term, Default, Termination, Disposal of Property:

- A. Term: The term of this IGA shall commence upon filing with the Secretary of State and continue until June 30, 20123, and may be extended for (2) additional two-year periods, upon sixty (60) calendar days written advance notice by either party prior to expiration, of the intent of a party to re-negotiate or not renew.
- B. Default: In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of (30) calendar days after written notice thereof, the other party hereto (in addition to any other remedies existing at law or in equity) may elect, upon not less than (60) calendar days prior written notice, to terminate this IGA.
- C. Termination: This IGA may be terminated by either party upon six months written notice to the other party of its intention to terminate. Neither party shall incur new obligations under this IGA once notice of termination has been provided. Termination of this IGA shall also terminate the Lease Agreement referenced herein.
- D. Disposal of Property:
 - 1. Permanent structures constructed on the PARK shall become the property of the BOARD upon the expiration or termination of this Lease Agreement.
 - 2. In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing agency. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing agency shall be returned within (90) calendar days from receipt of notice to terminate.
 - 3. All equipment purchased for the operation of the PARK with funds designated under this IGA shall become the property of the BOARD upon the expiration or termination of this Lease Agreement.



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Section 4. Financial:

- A. In lieu of rent, the parties acknowledge that the CITY will provide for operation and maintenance costs of the PARK during the term of the Lease Agreement.
- B. The parties understand and agree that this IGA shall be deemed executory to the extent of monies appropriated and made available to the parties and no liability shall be incurred by either party beyond the monies available.
- C. Notwithstanding anything to the contrary, any party may elect to terminate this IGA, upon not less than six months prior written notice if, in its reasonable judgment, because of the inability to obtain the necessary appropriations or otherwise, the level of its available funding is not sufficient to support the PLAN or to carry out its respective obligations under this IGA.

Section 5. Uniformed Presence of Arizona State Parks Rangers:

- A. In addition to the rent referenced in Section 4, the CITY will reimburse the BOARD the amount of \$11,250 per year for one quarter of the cost of one ASP ranger to be stationed at the PARK. The ranger will provide a public point of contact for Arizona State Parks and liaise with the Yuma Territorial State Historic Park and Arizona State Parks system in support of the operation of the PARK during the term of the Lease Agreement.

Section 6. Notices:

- A. Any notice, demand or request required or authorized by this IGA to be given or made to or upon the parties to this IGA shall be deemed properly given or made if delivered to or by certified return receipt mail or by recognized overnight courier or facsimile transmission, effective upon electronic transmission confirmation or electronic mail to the following:
 - 1. City of Yuma/City Administrator One City Plaza PO Box 13013 Yuma, Arizona 85366-3013, Fax: (928) 373-5012, Email: _____
 - 2. Arizona State Parks/Executive Director 1300 W. Washington Phoenix, Arizona 85007, Fax: (602) 542-4188, Email: rbahl@azstateparks.gov

The designation of the person to or upon whom any notice, demand or request is to be given or made or the address of such person may be changed at any time by notice given in the same manner as provided in this section for other notices.

Section 7. General Terms and Conditions:

- A. Amendment: This IGA may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this IGA.
- B. Prohibition of Discrimination: Neither party shall prohibit or restrict either directly or indirectly, or permit its employees, agents or contractors to prohibit or restrict, the use of any part of the land or facilities by any person because of such person's age, race, creed, color, sex, handicap or national origin.
- C. Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors", the provisions of which are hereby incorporated by reference.

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- D. No Partnership or Joint Venture: Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement among two independent parties in which the identity of each party is maintained as it was prior to this IGA.
- E. Prohibition of Assignment: The respective rights under this IGA may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- F. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.
- G. Records: Pursuant to A.R.S. §§ 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.
- H. Arbitration: The parties agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.
- I. Governor's Cancellation: All parties are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.
- J. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, BOARD, is self insured per A.R.S. 41-621.



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Section 8. Intergovernmental Agreement Requirements. Attached is the authenticated copy of the CITY's action authorizing participation to enter into this IGA.

Section 9. Intergovernmental Agreement Signature Authority:

- A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR CITY OF YUMA

Signature Date

Renee E. Bahl, Executive Director

Typed Name and Title

Arizona State Parks Board

Entity Name

1300 W. Washington

Address

Phoenix, AZ 85007

City

State

Zip

Signature

Date

Lawrence K. Nelson, Mayor

Typed Name and Title

City of Yuma

Entity Name

P. O. Box 13014

Address

Yuma, AZ 85366-3014

City

State

Zip

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE CITY OF YUMA ATTORNEY

Attorney General No. KR09 _____-LNR-PAR, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General this

_____ day of _____, 2009

TERRY GODDARD
The Attorney General

I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the City of Yuma and declare this agreement to be in proper form and within the powers of authority granted to the City under the laws of the State of Arizona this

_____ day of _____, 2009

Assistant Attorney General Signature

Date

City Attorney Signature

Date

RESERVED FOR THE SECRETARY OF STATE

RESERVED FOR THE CITY ADMINISTRATOR AND CLERK

I, _____, City Clerk of the City of Yuma, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the City of Yuma, was passed and adopted by the City Council of the City of Yuma, at the regular meeting held this _____ day of _____, 2009.

Mark Watson, City Administrator Signature

Date

ATTEST

Brigitta K. Kuiper City Clerk Signature

Date



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EXHIBIT A

LEASE AGREEMENT BETWEEN

THE CITY OF YUMA AND THE ARIZONA STATE PARKS BOARD

This Lease Agreement (Lease Agreement) is entered into between the City of Yuma, Arizona, a municipal corporation (CITY), and Arizona State Parks Board, an agency of the State of Arizona (BOARD).

1. PARK. The STATE does hereby lease to the CITY the property described as Yuma Quartermaster Depot State Historic Park (PARK) in Exhibit 1, attached and made part of this Lease Agreement by reference, located at the 201 North 4th Avenue, Yuma, Arizona (hereinafter called "PARK") for the purpose of operating the Park.

2. TERM. The Lease Agreement of the PARK by the BOARD to the CITY shall be for a term of four years, commencing on October 1, 2009 and ending threefour years thereafter, unless sooner terminated as provided in Section 8 below. The term of this Lease Agreement may be extended for two additional two-year periods upon (60) calendar days written advanced notice by the CITY to BOARD and written amendment of both the CITY and the BOARD. The CITY and BOARD shall confer six months prior to termination of the lease period to determine if the Lease Agreement shall continue for another two-year term, or whether the parties desire to revise the provisions of the IGA.

3. RENT. In lieu of rent, the parties acknowledge that the CITY will provide for all operation and maintenance costs of the PARK during the term of this Lease Agreement. Maintenance is defined as those activities necessary to keep a facility in good working order and professional in appearance.

4. CAPITAL IMPROVEMENTS. The CITY and BOARD recognize that the some of the facilities in the PARK are in need of repair and replacement. CITY and BOARD shall agree upon a list of capital needs at the time of the signing of this Lease Agreement to be attached as Exhibit B. The CITY and BOARD shall endeavor to secure and commit funds for this work. The CITY shall provide project management services to complete design and construction of necessary repairs and improvements. All improvements shall be consistent with the Program of Preservation and Utilization which is included in the Quit Claim Deed dated March 19, 1999 between the United States of America and BOARD and as set forth in the above referenced IGA.

4.1 BOARD Coordination/Cooperation in Capital Projects.

a. All capital project development activity on the PARK shall be contracted and procured by the CITY in conformance with current CITY procedures.

b. In cooperation with the BOARD's Chief of Development (COD), the CITY shall create and provide a detailed scope of work, with plans and specifications sealed by an Arizona Registered Architect or Engineer, for facilities to be constructed, renovated or replaced at the PARK.

c. Receive written approval of said Scope of Work and plans and specifications, sealed by an Arizona Registered Architect or Engineer, from COD.

d. Obtain all necessary permits and authorizations, including those from the State Historic Preservation Office (SHPO), prior to commencing work on any capital improvement project.

e. Provide COD with a detailed schedule of progress for said project(s).

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4.2 Permanent structures constructed on the PARK shall become the property of BOARD upon the expiration or termination of this Lease Agreement.

4.3 The CITY may not use the PARK, nor allow the PARK to be used, for any unlawful purpose, nor may the CITY cause, maintain or permit any nuisance in, on or about the PARK. The CITY shall not commit or suffer to be committed any waste in or upon the PARK.

5. COMPLIANCE WITH LAW. The CITY shall not use the PARK nor permit anything to be done in or about the PARK that will in any way conflict with any pertinent law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The CITY shall comply with pertinent laws, statutes, ordinances and governmental rules, regulations or requirements, now in force or which may hereafter be in force, applicable to its performance under this Lease Agreement.

6. MAINTENANCE.

6.1 The CITY shall maintain and repair the PARK. Maintenance is defined as, "those activities necessary to keep a facility in good working order and professional in appearance."

6.2 The CITY will provide general on-going interior, exterior and grounds maintenance of the PARK to a standard of maintenance of other CITY maintained PARK facilities.

7. UTILITIES. The CITY agrees to pay all utility costs.

8. TERMINATION. Either party may terminate the Lease Agreement at any time by giving six months written notice to the other party. Termination of this Lease Agreement shall also terminate the above referenced IGA.

9. INSPECTION. The BOARD reserves the right to conduct impromptu site inspections of the PARK and take corrective action as permitted by Section 16.

10. LIENS. The CITY shall keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the CITY.

11. ASSIGNMENT AND SUBLETTING. The CITY may not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease Agreement or any interest therein. Notwithstanding language to the contrary contained herein, the CITY may enter into short-term rental agreements with third parties for the use of PARK or concessionaire agreements. The CITY will notify the BOARD of any such agreements. The term of any such agreements shall not exceed the term of this Lease Agreement or the above referenced IGA. Further, any such agreements will terminate upon the termination of the Lease Agreement or the IGA. Any and all revenue derived from rental of the PARK, admission fees charged to visitors to the PARK, or concessionaire fees shall be paid to the CITY.

12. SPECIAL EVENTS - REVENUE AND MANAGEMENT. ASP's Special Event Guidelines and Application material is provided in Exhibit 3 as an example of suggested guidelines for operating special events. All net revenues generated by Special Events held at the PARK shall be placed in CITY-administered fund, to be used for jointly agreed-upon capital improvements to the park.

13. ARTIFACT COLLECTIONS. Artifact collections presently located within the PARK will be properly protected and cared for following standard museum practices, such as the NPS Museum Handbook series. Artifact, Archives, Library and exhibit collections will be considered as a loan from Arizona State



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Parks. Artifacts stored in the vault in the Water User's building will not be part of the loan, since these are predominately from the Yuma Prison collection. Archive and Library collections must be cared for properly and access must be provided for research purposes. Climate control, cooling and heating, must be provided and monitored for the Archives and library collections in the water Users building, as well as the artifact collection vault (heat pump is installed within the vault), and collections on display in visitor center. Proper Historic housekeeping methods must be carried out in the Office of The Quartermaster Depot, Commanding Officers Quarters and Kitchen.

All moving, handling, rearranging, changing, repair, and conservation of artifacts require prior consultation and approval from the ASP Curator. Any exhibit planning, rearranging, moving, and changing of exhibits requires prior consultation and approval from the ASP Curator and Exhibit Coordinator. Distinction needs to be made between the artifact collection and educational objects. The later can be used for demonstration purposes, whereas the former shall not be.

Any planning for repairs for historic buildings, structures and transportation objects (Southern Pacific Coach Car) must to be reviewed by ASP Cultural Resource Manager and State Historic Preservation Office.

Outstanding loans of artifacts from Tombstone Courthouse State Historic Park, Arizona Historical Society, and private individuals are located at the park, and may require new loan agreements or artifacts could be returned to these entities.

14. INDEMNIFICATION: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, BOARD, is self insured per A.R.S. 41-621.

15. INSURANCE. *Insurance Requirements for Governmental Parties to an IGA:*

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

15.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

a. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

1. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

1. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona and Arizona State Parks officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

c. Worker's Compensation and Employers' Liability

Workers' Compensation: Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

1. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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2. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

15.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.

b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

15.3 **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona State Parks, 1300 W. Washington Room 220, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

15.4 **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

15.5 **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona State Parks, 1300 W. Washington Room 220, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

15.6 **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



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15.7 **APPROVAL:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

15.8 **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

16. **BOARD'S REMEDIES AND DEFAULT.** The failure by the CITY to observe or perform any of the covenants, conditions or provisions of this Lease Agreement to be observed or performed by the CITY, where such failure shall continue for a period of 30-calendar days after written notice thereof by the BOARD to the CITY shall be a default; provided, however, that if the nature of the CITY'S default is such that more than 30-calendar days are reasonably required for its cure, then the CITY shall not be deemed to be in default if the CITY commences such cure within said 30-calendar day period and thereafter diligently prosecutes such cure to completion. The BOARD, at any time after the CITY defaults, can cure the default at the CITY'S costs. If the BOARD at any time, by reason of the CITY'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by the BOARD shall be due immediately from the CITY to the BOARD at the time the sum is paid.

17. GENERAL PROVISIONS.

17.1 **WAIVER.** The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

17.2 **NOTICES.** All notices and demands that are required or permitted to be made by either party to the other hereunder shall be in writing. All notices and demands by the CITY to the BOARD shall be sent by United States mail, certified return receipt mail, addressed to the STATE at the address below, or to such other place as the BOARD may from time to time designate in a notice to the CITY. All notices and demands by the BOARD to the CITY shall be sent by United States mail, postage prepaid, addressed to the CITY at the address below, or to such other person or place as the CITY may from time to time designate in a notice to the BOARD. All notices required or permitted under this Lease Agreement shall be given as specified above or by recognized overnight courier to the parties at the addresses set forth below, effective upon receipt or refusal of delivery or by facsimile (fax) transmission to the parties at their fax numbers set forth below, effective upon electronic confirmation of transmission by the sender or electronic mail.

a. City Administrator, City of Yuma, One City Plaza, P. O. Box 13014, Yuma, Arizona 85366-3014, phone: (928) 373-5011, fax: (928) 373-5012, email _____.

b. Executive Director, Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007, phone: (602) 542-7102, fax: (602) 541-4180, email: rbahl@azstateparks.gov.

Any party may change address by giving notice to the other party in writing of a change of address. Such change shall be deemed to have been effectively noticed five days after mailing by the party changing address.

17.3 **MARGINAL HEADINGS.** The marginal headings and Article titles to the Articles of this Lease Agreement are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any part hereof.

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17.4 TIME IS OF THE ESSENCE. Time is of the essence of this Lease Agreement and each and all of its provisions in which performance is a factor.

17.5 SUCCESSORS AND ASSIGNS. This Lease Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Lease Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

17.6 RECORDATION. This Lease Agreement shall be recorded in the office of the Yuma County Recorder of Yuma County, Arizona.

17.7 PRIOR AGREEMENTS. This Lease Agreement along with Intergovernmental Agreement PR10-006, including exhibits and appendix, contain all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an amendment in writing signed by the parties hereto or their respective successors in interest. This Lease Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

17.8 INABILITY TO PERFORM. This Lease Agreement and the obligations of CITY hereunder shall not be affected or impaired because either party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of that party.

17.9 ATTORNEY'S FEES. In the event of any action or proceeding brought by either party against the other under this Lease Agreement, each party shall each be responsible for their own costs and expenses in such action or proceeding.

17.10 SEVERABILITY. Any provision of this Lease Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

17.11 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

17.12 VENUE. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Lease Agreement in a Maricopa County court of competent jurisdiction.

17.13 EFFECTIVENESS, RECORDING. The effective date of this Lease Agreement shall be October 1, 2009. The lease shall be recorded with the Yuma County Recorder, Yuma, Arizona.



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18. GENERAL TERMS AND CONDITIONS.

18.1 Amendment: This Lease Agreement may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this Lease Agreement and IGA.

18.2 Prohibition of Discrimination: Neither party shall prohibit or restrict either directly or indirectly, or permit its employees, agents or contractors to prohibit or restrict, the use of any part of the land or facilities by any person because of such person's age, race, creed, color, sex, handicap or national origin.

18.3 Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors", the provisions of which are hereby incorporated by reference.

18.4 No Partnership or Joint Venture: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this Lease Agreement is an agreement among two independent parties in which the identity of each party is maintained as it was prior to this Lease Agreement.

18.5 Prohibition of Assignment: The respective rights under this Lease Agreement may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.

18.6 Arizona Law: This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

18.7 Records: Pursuant to A.R.S. §§ 35-214, all books, accounts, reports, files and other records relating to this Lease Agreement shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this Lease Agreement. Such records shall be reproduced as designated by the State of Arizona.

18.8 Arbitration: The parties agree to use arbitration to resolve disputes arising out of this Lease Agreement to the extent required by A.R.S. § 12-1518.

18.9 Governor's Cancellation: All parties are put on notice that this Lease Agreement is subject to cancellation pursuant to A.R.S. § 38-511.



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Lease Agreement Signature Authority

- A. This Lease Agreement is entered into and is effective as of the date filed with the Secretary of State.
- B. By signing below, the signer certifies the authority to enter into this Lease Agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This Lease Agreement may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR CITY OF YUMA

Signature _____ Date _____

Renee E. Bahl, Executive Director

Typed Name and Title

Arizona State Parks Board

Entity Name

1300 W. Washington

Address

Phoenix, AZ 85007

City

State

Zip

Signature _____ Date _____

Lawrence K. Nelson, Mayor

Typed Name and Title

City of Yuma

Entity Name

P. O. Box 13014

Address

Yuma, AZ 85366-3014

City

State

Zip

RESERVED FOR THE CITY OF YUMA ATTORNEY

I have reviewed the Lease Agreement between Arizona State Parks Board and the City of Yuma and declare this agreement to be in proper form and within the powers of authority granted to the City under the laws of the State of Arizona this

_____ day of _____, 2009

City Attorney Signature

Date

RESERVED FOR YUMA COUNTY RECORDER

RESERVED FOR THE CITY ADMINISTRATOR AND CLERK

I, _____, City Clerk of the City of Yuma, do hereby certify that the foregoing and attached Lease Agreement between the Arizona State Parks Board and the City of Yuma, was passed and adopted by the City Council of the City of Yuma, at the regular meeting held this _____ day of _____, 2009.

Mark Watson, City Administrator Signature

Date

ATTEST

Brigitta K. Kuiper City Clerk Signature

Date

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EXHIBIT 1

LEGAL DESCRIPTION PARCEL A & B (Insert description)

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EXHIBIT 2

LIST OF CAPITAL NEEDS

New roof & upgrades to warehouse	Yuma QMD	\$315,000
New roof framing at corral house	Yuma QMD	\$265,000
New wood-shingles, roof @ 4 structures	Yuma QMD	\$250,000

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EXHIBIT 3

SPECIAL EVENT GUIDELINES AND APPLICATION

Follows on Next Page



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Special Use Permit Application Materials Package

09-2008

Arizona State Parks, 1300 W. Washington, Phoenix, AZ 85007
www.azstateparks.com(602) 542-4174,

Thank you for your interest in Arizona State Parks (ASPB). Our mission is:

"Managing and conserving Arizona's natural, cultural and recreational resources for the benefit of the people both in our parks and through our partners."

Enclosed is information concerning our Special Use Permit program, instructions and application form.

Why are Special Use Permits required?

The reasons for requiring Special Use Permits are:

- To keep track of the activities occurring on state lands.
- To be able to require stipulations/conditions on uses to minimize impacts on the natural, recreational, historical and cultural resource we manage.
- To be able to educate users about proper recreational and stewardship practices.
- To maintain quality recreational experiences and to reduce user conflicts.
- To assure that uses on State lands are compatible with long-range management objectives for that particular property.

Note: A Special Use Permit is not required for building, picnic or camping reservations unless requested by the Park Manager.

Why is there a fee for a Special Use Permit?

- Special Uses differ from normal park use either by the nature of the activity or by the size of the group involved in the activity. In order to allow these activities we have to accommodate each use or event outside of our normal operations. These accommodations invariably will increase our cost to provide services.
- Due to Legislative changes and mandates, ASPB receives substantially less General Fund monies (tax based) for our operations, salaries, or equipment. This means that we must rely heavily on our revenues (fees) as the source of funding that allows us to maintain our parks and provide a safe and enjoyable environment for our visitors.

Arizona State Park special use permits are divided into four categories, per R12-8-125:

1. Private Special Event

A Special Use Permit shall be issued for Private Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- ii. The Private Special Event does not significantly interfere with the public's use of the property.
- iii. No solicitation of funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity takes place on property owned or managed by the Arizona State Parks Board under a Private Special Event Special Use Permit.

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2. Public Special Event

A Special Use Permit shall be issued for Public Special Events provided the following conditions are met:

- i. The person or entity has requested no more than 4 consecutive days of use per quarter, and no more than 16 days in any calendar year at any one park.
- ii. No more than two Public Special Event Permits shall be issued per day per park. Permits shall be issued on a first come, first served basis.

3. Festival Special Use

A Special Use Permit shall be issued for Festival Special Events provided the following conditions are met:

- i. The person or entity has requested the permit at least 120 days in advance of the event. Events with anticipated attendance greater than 1,500 people per day shall require application at least 180 days in advance of the event.
- ii. The person or entity has provided a detailed plan regarding sanitary facilities, medical services, parking, food and drink facilities, booths and sponsorships, that complies with the requirements detailed in the Special Use policy, available from the Arizona State Parks Board. This plan must be submitted to the Arizona State Parks Board at least (90) days in advance of the event.
- iii. The person or entity has obtained any permits required from other entities, such as cities, counties, other municipalities, or governmental entities.
- iv. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- v. Sponsorships. The person or entity requesting a Festival Special Use Permit may seek sponsorships for that festival or parts of that festival, provided that the sponsorships comply with the Arizona State Parks Board Policy and Procedures, available from the Arizona State Parks Board.
- vi. No more than one festival per day per park is allowed, and Festival Special Use permits shall be issued on a first come, first served basis.

4. Commercial Photography

A Special Use Permit shall be issued for Commercial Photography provided the following conditions are met:

- i. The person or entity has requested the permit at least 30 days in advance of the event.
- ii. The person or entity has requested no more than 7 consecutive days of use, and no more than 14 days in any calendar year.
- iii. Commercial Photography Special Use Permits shall be used only for actual filming and photo-taking activities. No soliciting funds, offering to sell any goods or services, advertising, or receiving money in exchange for any item or activity shall take place on property owned or managed by the Arizona State Parks Board.

Depending on the type and scope of the event, the application and required additional documentation should be completed and preferably received by the specific Park facility 45 days in advance of the event date, but no later than 30 days prior to the event. Larger events may require submittal up to 180 days in advance. Contact the specific Park administration for other details. All applications received will be reviewed, but we cannot guarantee that every application will be approved.

If you have any questions about this process or the application form, please contact the Park Manager at the facility in which you are interested. We look forward to working with you in order to make your activity or event successful.



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PERMIT APPROVAL ADMINISTRATION

R12-8-125. Special Use Permits

B. General terms and conditions. The Board shall issue a special use permit only subject to the following general terms and conditions:

1. An application for the special use permit is submitted less than one year before the planned special use;

Approval of permit application will require the following:

- A. All necessary paperwork; application, insurance, appropriate permits, licenses and inspections is preferably submitted at least 14 days before the proposed date of the use in order to allow for processing, review and verification. Larger events may require up to 6 months of advance notice.
- B. The park area or facility is available on the date or dates requested.
- C. All necessary approval authority signatures and notifications have been obtained/made.
- D. The applicable fee has been paid as listed in R12-8-109.
- E. The State Parks Board agrees that:
 1. The use is a proper state park activity.
 2. The use does not create an undue safety hazard to participants, spectators or general public.
 3. The use is not destructive to the park resources.
 4. The use does not present a serious use conflict with the general park-using public.
- F. Approvals are confirmed in writing only, and a responsible person will have the written approval on site for the duration of the use.



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FROM: PARK NAME
Manager: Manager Name
Address: _____
Telephone: _____ FAX: _____

The following steps must be completed and documentation provided by the applicant in order to apply for a special use permit:

- A. Special Use Application form, with all applicable blanks completed by the applicant will be submitted at least 14 days prior to the proposed date of the use to the park administration as listed above. Larger events may require submittal up to (6) months in advance. Requests will be prioritized on a "first come, first served basis" upon availability of the area requested.
- B. Indemnification Certificate, completed by the applicant, should be typed on the applicant's own letterhead and submitted with the Special Use Application form. Wording and format should be the same as the example distributed with application blanks.
- C. A Certificate of Insurance will be required. The minimum amount of required Comprehensive General Liability coverage will be \$1,000,000.00, and if applicable a minimum Workers' Compensation coverage and proof of automobile insurance (generally these are required for Commercial ventures). On the certificate, the State of Arizona will be included as an additional insured party. For an activity/use with a relatively high liability risk, such as powerboat races, motion picture photography, public attractions, public commercial activity, etc. a higher level of liability coverage may be required, and will be determined by consultation with the Risk Management Division of the Department of Administration. The Certificate of Insurance will be completed by the requesting party's insurance carrier and submitted with the Special Use Application form.

Exception to this requirement is another State Level Governmental Agency or entity that is covered by the Department of Administration Risk Management Division. The Certificate of Insurance will not be required as the statutory requirements of ARS § 41-621 apply.

- D. If this is a Public/Festival event, Applicant must certify that the event complies with the Americans with Disability Act and other similar legislation.
- E. Copies of all appropriate licenses, certificates and permits that may be required by State or local jurisdictions for the sale or dissemination of: foodstuffs and alcohol* to the general public, or the sale of any commodity or goods, must be submitted.
- F. After review by appropriate Park staff, the applicant will be contacted concerning the status of the application, specific fee requirements and any other applicable stipulations and/or conditions that will be required by Arizona State Parks and listed on the Special Use permit form. Actual fees will be determined by Park administration.
- G. All State & Federal Statutes, Park Rules, County and Municipal ordinances and regulations remain in force during all activities. Any request for a variance or modification of any rule, stipulation or requirement must be submitted to the Park administration in writing prior to the event / use for review. Any stipulations and/or conditions will have the force of law and failure to comply may result in cancellation of the permitted use, and permittee can be cited for the rule violation.

**Additional insurance and stipulations may be required for the specific sale or dissemination of alcohol.*

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ADDITIONAL INFORMATION

Restrictions: *(exceptions made with Park Managers approval)*

- No pets are allowed in the event / use area (this includes vendors)
- No glass containers are allowed in the event / use area
- No weapons are allowed in the event / use area
- No private vehicles are allowed in the event / use area
- Event / use related vehicles will drop off supplies and equipment and then exit the area immediately
- Event staff may not possess or consume alcoholic beverages while on duty
- Vendors may not possess or consume alcoholic beverages at any time
- All fire lanes must be left open and accessible
- All events must end by 10:00 pm
- Only security personnel may remain on site after hours only if approved in the original application process.
- Events must meet ADA requirements

Additional Sanitation Needs

Dependent upon the type and scope of the event / use and the actual park infrastructure of the location, additional facilities (vault toilets, port-a-johns) will be the responsibility of the permittee. The number of units required to adequately service the projected attendance will be determined by Park staff. A minimum of one (1) chemical or portable toilet for every 225 people, or portion thereof attending the event. Five percent (5%) of these facilities must be ADA accessible. This figure is based upon the maximum number of attendees at the event during peak time. Set-up, removal, maintenance and operational cleanliness will be the responsibility of the permittee.

Deposits

Refunds of deposits, whether partial or in full will be processed according to the refund guidelines as set by the Administrative Services Section. Allow up to 30 days for refund processing of the deposit

Site Cleanliness & Cleaning Deposit

- Event / use area will be policed on an hourly basis
- Trash will be removed from the area as receptacles become full
- Dumpsters will be adequately sized to meet the event / use needs. A minimum of one 50-gallon refuse container or its equivalent shall be provided for each 100 persons anticipated. Refuse containers shall be readily accessible and periodically checked and emptied as needed. Depending on the event location, activity, area, an adequately sized dumpster may be required.
- 4-mil trash bags will be of sufficient quantity to meet the event / use needs
- Parking areas specific to the event / use will be policed on an hourly basis
- A cleaning deposit will be required from the permittee.
- Return of the deposit, in whole or in part, will be based upon a final post-event walk through with the Park Manager.

Water and Electric

Depending on the actual site location, telephone, water and electrical service may be limited. Special or additional needs may be the responsibility of the sponsor.



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ADDITIONAL INFORMATION

Verifiable Ticket Sales

This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas. Verification method to be an agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. Due date for this information will be agreed upon by the Event Organizer and the park.

SPECIAL USE PERMIT FEE STRUCTURE

The negotiation of the daily fees will be based on the type, size and complexity of the production and will be based on the Special Use Permit Worksheet. Listed below are examples of fees that can be reasonably charged for specific "Adjustments" to the "Base Fee".

Base Fee (per day)

Attendance: attendance will be reviewed by park staff and permittee during event.

Small Events	(50 – 100 participants, guests, spectators)	\$25.00
Medium Events	(101 – 250 participants, guests, spectators)	\$100.00
Large Events	(251 – 500 participants, guests, spectators)	\$150.00
Major Events	(501– 1000 participants, guests, spectators)	\$300.00 +

Adjustments:

Special Equipment: Each Park location has different equipment and facility resources, and although some items may be considered standard, some equipment or facilities may or may not be available.

Fees charged may be different depending on park availability, set-up requirements, location, etc. An example would be if 15 additional tables are requested and the site is located at a boat camp on Lake Havasu, the fee could reasonably be increased due to the time and staffing needed to transport the tables to and from the site.

Special Personnel Services: Special personnel services "Staff Time" could include educational programs, parking services, staff supervision / security, special set up, construction or installation.

Additional Staff Time: \$30.00 /staff member/hr

Other: Special requests can be determined based upon individual parks facility or inventory.



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ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION

1. **Use / Event Name:** _____
2. **Type of use:**
Brief Description: _____

Non-Commercial: _____ Non-Profit: _____ Private Party: _____
Commercial: _____ For-Profit: _____ Other: _____
3. **Date(s) of use:** ____ thru ____
Set-Up Date: _____ Tear-Down Date: _____
Start Time: _____ (am/pm) End Time: _____ (am/pm)
Note: all events / uses must end by 10:00 pm.
4. **Area of park requested:**
Ramada _____ Grass area _____ Group Area _____ Parking Lot _____
Other _____
5. **Applicant Name:** _____
6. **Primary contact person**
Name: _____ Title: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Telephone #: (____) _____ Work #: (____) _____ Ext.: _____
Fax #: (____) _____ Cell #: (____) _____ Ext.: _____ E-mail: _____
7. **Estimated attendance:** _ per day.
8. **Verifiable Ticket sales** (indicate method and time frame below):

Due: _____ before the event. _____
(Method to be an agreed upon by both the park and the Event Organizer such as a CPA/event staff notarized statement, receipts, etc. This number is vital to allow the park and all necessary local entities such as LE and EMS services time to plan for the event's effect on the park and surrounding areas.)
9. **Applicant certifies compliance with all appropriate A.D.A. requirements for**
Public/Festival event: _____ (Init & date)



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ARIZONA STATE PARKS BOARD SPECIAL USE APPLICATION (Con'td)

10. **Estimated # of Event staff:** _____ per day.
11. **Security requested** Y / N
(Park administration may require security depending upon the nature of the event / use)
12. **Concession & Sales** (*Attach separate sheet with list of all vendors & type*)
Food Vendors: _____ (Valid Health Permit required) Vendors: _____ (Valid Business License required)
Games: _____ (Current Safety Inspection required) Rides: _____ (Current Safety Inspection required)
13. **Sanitary facilities** (Items requested from the Park: please indicate number requested)
Perimeter fencing _____ Picnic Tables _____ Trash Barrels _____
Traffic Cones _____ Other _____
14. **Alcohol:**
Security is required when alcohol is served. All Title IV laws remain in affect at all times.
Alcohol Prohibited _____ Beer Garden _____ (An area w/in the main event for the sale /consumption of beer)
Alcohol Sold _____
Alcohol Served _____
15. **Indemnification certificate:** The Indemnification (save harmless) is part of the approved permit.
By signing the permit, the Permittee agrees to the conditions.
16. **Insurance verification (attach copy).**
17. Other (attach copy of any other pertinent information).
18. Signature of applicant. _____ Date: _____

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